

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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ITRIA VENTURES LLC,

Plaintiff,

-against-

TECHWIRE SOLUTIONS, INC. and  
PRATIK BANG,

Defendants.

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:

: **COMPLAINT**

:

Case No.

:

:

Plaintiff Itria Ventures LLC, by its attorney, Edward Weissman, Esq., as and for its Complaint against the defendants, sets forth as follows:

**THE PARTIES**

1. Plaintiff Itria Ventures LLC is, and at all material times hereinafter mentioned was, a limited liability company duly organized and existing under and by virtue of the laws of the State of Delaware, is authorized to conduct business in the State of New York, and maintains its principal place of business in the State of New York, within the Southern District of New York.

2. Upon information and belief, defendant Techwire Solutions, Inc. ("TSI") is, and at all material times hereinafter mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of New Jersey, and maintains its principal place of business within the State of New Jersey.

3. Upon information and belief, defendant Pratik Bang ("Bang") is, and all material times hereinafter mentioned was, a citizen of the State of New Jersey.

**JURISDICTION AND VENUE**

4. Jurisdiction is laid in the Southern District of New York because the parties are citizens of different states and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

5. Venue is laid in the Southern District of New York where the plaintiff resides, where a substantial portion of the acts and occurrences giving rise to the Claims for Relief occurred and per the terms of the operative agreements which designate this Court to adjudicate disputes among the parties.

**FIRST CLAIM FOR RELIEF**

6. On or about February 2, 2015, plaintiff and defendant TSI entered into a Future Receivables Sales Agreement (the "Agreement") pursuant to which, among other things, the sum of \$280,000.00 was immediately advanced to defendant TSI, to be repaid by defendant TSI in accordance with the terms thereof.

7. Plaintiff performed all obligations required of it under the Agreement.

8. TSI defaulted under the Agreement by failing to repay plaintiff in accordance with the terms of the Agreement, and has not responded to demands that it do so.

9. Plaintiff has declared the full amount to be due and owing to it by defendant TSI.

10. As a result, defendant TSI is now in default of its obligations to plaintiff under the Agreement, and is liable to the plaintiff in the principal sum of \$205,845.63 with interest thereon accrued and accruing, plus all attorneys' fees and costs incurred by plaintiff in enforcing the terms of the Agreement.

11. By reason of the foregoing, plaintiff is entitled to a money judgment against defendant TSI in the principal sum of \$205,845.63 with interest thereon accrued and accruing, plus attorneys' fees and costs in an amount to be proven at trial.

**SECOND CLAIM FOR RELIEF**

12. Plaintiff repeats, reiterates and reallege each and every allegation set forth in paragraphs 1 through 11 above, as if more fully set forth herein at length.

13. In order to induce plaintiff to enter into the Agreement with defendant TSI, defendant Bang agreed to and did sign, execute and deliver to plaintiff his primary and unconditional personal Guaranty running in favor of the plaintiff by which he personally and unconditionally guaranteed all financial obligations of defendant TSI to the plaintiff under the Agreement.

14. In entering into the Agreement with defendant TSI, plaintiff relied upon the Guaranty executed, signed and delivered to it by defendant Bang.

15. By reason of the foregoing, plaintiff is entitled to a money judgment against defendant Bang in the principal sum of \$205,845.63 with interest thereon accrued and accruing, plus all attorneys' fees and costs incurred by plaintiff in enforcing defendant Bang's obligations to plaintiff under his Guaranty.

WHEREFORE, plaintiff Itria Ventures LLC demands judgment against the defendants, as follows:

(a) On its First Claim for Relief, against defendant TSI, in the principal sum of \$205,845.63 with interest thereon accrued and accruing, plus all attorneys' fees and costs incurred;

(b) On its Second Claim for Relief, against defendant Bang, in the principal sum of \$205,845.63 with interest thereon accrued and accruing, plus all attorneys' fees and costs incurred by it; together with such other further and different relief as to the Court may seem just and proper, including the costs and disbursements of this action.

Dated: New York, New York  
July 21, 2015

LAW OFFICES OF EDWARD WEISSMAN

By: 

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